

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6

IN THE MATTER OF THE:
HILLSDALE DRUM SITE,
ST. HELENA PARISH,
LOUISIANA

§ Proceeding under Sections
§ 107(a) and 122(h)(1)
§ of the Comprehensive
§ Environmental Response,
§ Compensation and Liability
§ Act of 1980, as amended, 42
§ U.S.C. §§ 9607(a) and
§ 9622(h)(1)

SETTLING PARTIES
(NAMED IN ATTACHMENT "A")

§ DOCKET NUMBER CERCLA 6-03-94

COST RECOVERY AGREEMENT

This Cost Recovery Agreement (Agreement) is made and entered into by the United States Environmental Protection Agency (EPA), the United States on behalf of the United States Department of Veterans Affairs, and the Settling Parties (named in Attachment A). The purpose of this Agreement is for EPA to recover response costs incurred and/or paid at or in connection with the Hillsdale Drum site (the Site) in St. Helena Parish, Louisiana, to resolve the potential liability of the United States Department of Veterans Affairs and the Settling Parties for such response costs, and to resolve claims for contribution by the Settling Parties against the United States associated with the Site. EPA is authorized to enter into this Agreement pursuant to the authority vested in the Administrator of the EPA by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 (CERCLA). Authority to sign this Agreement has been delegated to the Regional Administrator, EPA Region 6, by EPA Delegation No. 14-14-D (May 11, 1994), and further redelegated to



89471

the Director, Hazardous Waste Management Division, Region 6, by Regional redelegation No. R6-14-14-D, dated March 15, 1995.

This Agreement shall be binding upon EPA, the United States, the Settling Parties, their successors, and assigns. Each signatory to this Agreement represents that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind the party represented by him or her. The Settling Parties agree to undertake all actions as and when required by this Agreement. The Settling Parties consent to and will not contest EPA's jurisdiction and authority to enter into this Agreement or to implement or enforce its terms.

EPA'S FINDINGS AND CONCLUSIONS

WHEREAS, the Site is comprised of three separate subsites. Subsite A is located on J. P. Thompson Road approximately 1/2 mile south of Hillsdale, Louisiana. Subsite B is located on rural route 1, Amite, Louisiana. Subsite C is located on Laurel Avenue in Amite, Louisiana;

WHEREAS, EPA finds that the Site consisted of approximately 750 drums and containers which were abandoned by the owner or operator of the Site;

WHEREAS, EPA finds that the Site is a "facility" as defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9);

WHEREAS, EPA finds that the abandoned drums and containers in the Site contained "hazardous substances" as defined in Section 101(14) CERCLA, 42 U.S.C. § 9601(14), and further defined at 40 CFR § 302.4;

WHEREAS, EPA finds that there has been a "release," as defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22), or a threat of release of hazardous substances into the environment from the Site;

WHEREAS, EPA finds that such release or threatened release presented an imminent and substantial danger to the public health or welfare;

WHEREAS, EPA is authorized to conduct response actions pursuant to Sections 104 and 106 of CERCLA, 42 U.S.C. §§ 9604 and 9606, to remove or arrange for the removal of hazardous substances, or take any other response measure which it deems necessary to protect the public health or welfare or the environment from the release or threatened release of hazardous substances;

WHEREAS, EPA conducted a response action pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, which consisted of site stabilization, overpacking of leaking and deteriorating drums and spilled contaminated materials, sampling of drum contents, removal and disposal of drums containing hazardous substances, and excavation of soils at the Site;

WHEREAS, EPA finds that such response action was necessary to protect the public health or welfare or the environment from the release or threatened release of hazardous substances from the Site;

WHEREAS, EPA finds that in conducting this response action it has incurred and/or paid costs in the amount of \$771,173.16;

WHEREAS, the response action at the Site was completed in accordance both with the Action Memorandum and with the provisions of the National Contingency Plan ("NCP"); and response costs incurred and/or paid by the EPA in connection with the Site were incurred not inconsistent with the NCP;

WHEREAS, the EPA is authorized to recover, from covered responsible parties, as defined in Section 107(a) of CERCLA, the costs it has incurred in conducting a response action, pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a);

WHEREAS, EPA may settle claims against potentially responsible parties for response costs incurred by the United States Government pursuant to its authority under Section 122(h) of CERCLA, 42 U.S.C. § 9622(h);

WHEREAS, the U.S. Department of Veterans Affairs is a cabinet agency of the United States whose waste disposal activities may, in appropriate cases, subject the United States to cost recovery and/or contribution claims pursuant to Sections 107(a) and 113(f)(1) of CERCLA, 42 U.S.C. §§ 9607(a) and 9613(f)(1); and

WHEREAS, EPA, the United States on behalf of the U.S. Department of Veterans Affairs and the Settling Parties desire to settle certain claims arising from the Site without litigation and without the admission or adjudication of any issue of fact or law:

AGREEMENT

NOW, THEREFORE, EPA, the United States on behalf of the U.S.

Department of Veterans Affairs and the Settling Parties, in consideration of the promises herein, and intending to be legally bound hereby, agree as follows:

1. The Settling Parties agree to pay to the Hazardous Substance Superfund a total amount of \$488,500.00 no later than sixty (60) calendar days after the effective date of this Agreement. For the purposes of this Agreement, the Settling Parties are each jointly and severally liable for payment of the above amount, in addition to any applicable penalties pursuant to this Order.

2. The Settling Parties agree to pay to the Hazardous Substance Superfund within sixty (60) calendar days after written demand by EPA upon the Settling Parties the following stipulated penalties for each day, or part thereof, the Settling Parties fail to make the payment required by Paragraph 1 of this Agreement.

| <u>Period of Failure to comply</u> | <u>Penalty per day or part thereof</u> |
|------------------------------------|--|
| 1st through 14th day | \$ 2,500.00 |
| 15th through 30th day | \$ 5,000.00 |
| 31st day and beyond | \$10,000.00 |

Any penalty payable to the Hazardous Substance Superfund under this paragraph shall be in addition to any other penalty or liability incurred by the Settling Parties for failure to make the payment required by Paragraph 1 of this Agreement.

3. Payment of the amount in Paragraph 1, and payment of any penalty incurred pursuant to Paragraph 2, shall be made by one or more certified or cashier's checks which in the aggregate

equal the amount payable. All such checks shall be payable to "EPA - Hazardous Substance Superfund." The check(s) shall reference the name of the Site and shall be sent to:

EPA Superfund - Hillsdale Drum Site
CERCLIS # LAD985214766
Superfund Accounting
P.O. Box 360582M
Pittsburgh, Pennsylvania 15251
ATTN: COLLECTION OFFICER FOR SUPERFUND

4. The Settling Parties shall simultaneously send a photocopy of the check(s) to the following addressees:

John Dugdale
Senior Attorney
Office of Regional Counsel (6C-WT)
United States Environmental Protection Agency
Region 6
First Interstate Bank Tower
1445 Ross Avenue
Dallas, Texas 75202-2733

Carl Bolden
Superfund Enforcement Officer
Cost Recovery Section (6H-EC)
United States Environmental Protection Agency
Region 6
First Interstate Bank Tower
1445 Ross Avenue
Dallas, Texas 75202-2733

5. Any Settling Party who fails or refuses to comply with any term or condition of this Agreement shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3).

6. The United States, on behalf of the U.S. Department of Veterans Affairs, agrees to pay \$60,000.00 to the Hazardous Substance Superfund, by Treasury Check Payable to "EPA Hazardous Substance Superfund," within 90 days of the effective date of this Agreement.

7. Subject to Paragraph 8 of this Agreement, upon payment of the amount specified in Paragraph 1 of this Agreement and payment of any penalty incurred and demanded in writing pursuant to Paragraph 2 of this Agreement, EPA and the United States agree to pursue no further civil claims associated with the removal action conducted at the Site and the Settling Parties are hereby released from such further civil claims related to all response costs EPA has incurred and/or paid at the Hillsdale Drum Site.

8. Nothing in this Agreement is intended to be, nor shall it be construed as, a release from any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which EPA may have against the Settling Parties or the United States Department of Veterans Affairs for:

- (a) any continuing liability as a result of failure to make the payment required by Paragraph 1 or a result of failure to make the payment of any penalty incurred and demanded in writing pursuant to Paragraph 2 of this Agreement; or
- (b) any liability for damages to natural resources.

9. Nothing in this Agreement is intended to be nor shall it be construed as a release from any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which EPA, the United States, or any of the Settling Parties may have against any person, firm, corporation or other entity not a signatory to this Agreement.

By entering into this Agreement, or by taking any action in accordance with it, the United States and the Settling Parties do not admit any of the findings, conclusions, determinations or any of the allegations contained in this Agreement, nor do the United States or the Settling Parties admit liability for any purpose or admit any issues of law or fact or any responsibility for the alleged release or threat of release of any hazardous substance into the environment. The participation of the United States or any Settling Party in this Agreement shall not be admissible against the United States or any Settling Party in any judicial or administrative proceeding, except for an action by EPA to enforce the terms of this Agreement against any Settling Party. However, the terms of this Agreement and the participation of the United States and the Settling Parties shall be admissible in any action brought by any Settling Party to enforce any contractual obligations imposed by any agreement among the Settling Parties or against any other party not a signatory hereto.

10. By signing this Agreement, or by taking any actions pursuant to this Agreement, the United States and the Settling Parties do not concede that a release or threatened release of a hazardous waste or substance at or from the Site, or any disposal of a hazardous waste or substance at the Site, may present an imminent and substantial endangerment to the public health or welfare or the environment.

11. Nothing in this Agreement shall limit the authority of EPA to take any response action in connection with

the Site pursuant to applicable legal authority.

12. EPA, the United States and the Settling Parties agree that the Settling Parties and the United States are entitled to such protection from contribution actions or claims regarding matters addressed in this Agreement as is provided by Section 122(h)(4) of CERCLA, 42 U.S.C. § 9622(h)(4).

13. The Settling Parties agree not to assert any claims or causes of action against the United States or the Hazardous Substance Superfund arising out of response activities undertaken at or in connection with the Site, or to seek any other costs, damages, or attorney fees from the United States, its agencies, employees or contractors arising out of response activities undertaken at or in connection with the Site.

14. The dispute resolution procedures set forth herein shall apply only to disputes with respect to the payment of stipulated penalties pursuant to Paragraph 2 of this Agreement.

15. Any dispute with respect to the payment of stipulated penalties pursuant to Paragraph 2 of this Agreement shall in the first instance be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed ten (10) days from the time the dispute arises, unless it is modified by written agreement of the parties to the dispute. The dispute shall be considered to have arisen when one party sends the other party or parties a written Notice of Dispute in accordance with the notice provisions herein.

16. In the event that the parties cannot resolve a dispute by informal negotiations under this Paragraph 16, then the position advanced by EPA shall be considered binding unless, within thirty (30) days after the conclusion of the informal negotiation period, the Settling Parties invoke the formal dispute resolution procedures of this Paragraph 16 by serving on the EPA a written Statement of Position on the matter in dispute, including, but not limited to, any factual data, analysis or opinion supporting that position and any supporting documentation relied upon by the Settling Parties. Failure to submit a written statement of position in accordance with this Paragraph shall be deemed a waiver by the Settling Parties of any rights under this Agreement to dispute resolution with respect to the dispute at issue.

17. Within thirty (30) days after receipt of Settling Parties' Statement of Position, EPA will serve on Settling Parties its Statement of Position, including, but not limited to, any factual data, analysis, or opinion supporting that position and all supporting documentation relied upon by EPA.

18. Formal dispute resolution for disputes with respect to the payment of stipulated penalties pursuant to Paragraph 2 of this Agreement shall be governed by this Paragraph.

19. Following receipt and consideration of Settling Parties' and EPA's Statements of Position submitted pursuant to Paragraph 16, the Superfund Enforcement Branch Chief, EPA Region

6, will issue a final decision resolving the dispute. The Superfund Enforcement Branch Chief's decision shall be EPA's final decision regardless of whether Settling Parties agree with the decision.

20. If the Settling Parties do not agree with EPA's final decision, Settling Parties reserve the right to either comply under protest or seek any and all other appropriate relief legally available.

21. The invocation of these formal dispute resolution procedures under this Agreement shall not extend, postpone or affect in any way any other obligation of the Settling Parties under this Agreement not directly in dispute, unless EPA agrees otherwise in writing. Stipulated penalties with respect to the disputed matter shall continue to accrue but payment shall be stayed pending resolution of the dispute. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this Agreement. In the event that the Settling Parties do not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Paragraph 2 of this Agreement.

22. Where notice is required under this Agreement, notice shall be effective as and when received. Notice may be sent by United States mail, an overnight courier service or by personal delivery. For the purposes of this Agreement, notice shall be sent to the Settling Parties through:

Gerald J. Pels
Liddell, Sapp, Zivley, Hill & LaBoon, L.L.P.

3300 Texas Commerce Tower
Houston, Texas 77002

Notice shall be sent to the Environmental Protection Agency
through:

Carl Bolden
Superfund Enforcement Officer
Cost Recovery Section (6H-EC)
United States Environmental Protection Agency
Region 6
First Interstate Bank Tower
1445 Ross Avenue
Dallas, Texas 75202-2733

With copies to:

John Dugdale
Senior Attorney
Office of Regional Counsel (6C-WT)
United States Environmental Protection Agency
Region 6
First Interstate Bank Tower
1445 Ross Avenue
Dallas, Texas 75202-2733

Notice shall be sent to the United States through:

David W. Zugschwerdt, Attorney
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section
P.O. Box 23986
Washington, DC 20026-3986

With copies to:

Carl Howe, Esq
U.S. Department of Veterans Affairs
Office of General Counsel (025B1)
810 Northwest Vermont Ave
Washington, DC 20420

PUBLIC COMMENT

23. This Agreement shall be subject to a thirty (30)
day public comment period pursuant to Section 122(i)(1) of
CERCLA, 42 U.S.C. § 9622(i)(1). In accordance with Section

122(i)(3) of CERCLA, EPA may withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper, or inadequate.

ATTORNEY GENERAL APPROVAL

24. The Attorney General or his/her designee has issued prior written approval of the settlement embodied in this Consent Order in accordance with Section 122(h)(1) of CERCLA, 42 U.S.C. § 9622(h)(1). A copy of this approval is attached as Attachment B to this Consent Order.

EFFECTIVE DATE

25. The effective date of this Consent Order shall be the date upon which EPA issues written notice to the Settling Parties that the public comment period pursuant to Paragraph 23 of this Consent Order has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Consent Order.

IT IS SO AGREED:

FOR THE EPA:

By:

Allyn M. Davis *for*
Allyn M. Davis, Director
Hazardous Waste Management Division (6H)
United States Environmental
Protection Agency
Region 6

3/20/95
DATE

FOR THE UNITED STATES ON BEHALF OF THE U.S.
DEPARTMENT OF VETERANS AFFAIRS:

By:

David W. Zugschwerdt
David W. Zugschwerdt, Attorney
U.S. Department of Justice
Environment and Natural
Resource Division
Environmental Defense Section

3-17-95
DATE

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6

IN THE MATTER OF THE:

HILLSDALE DRUM SITE,

ST. HELENA PARISH, LA

§
§ Proceeding under Sections
§ 107(a) and 122(h)(1) of the
§ Comprehensive Environmental
§ Response, Compensation, and
§ Liability Act of 1980, as
§ amended, 42 U.S.C. §§ 9607(a)
§ and 9622(h)(1)
§
§ DOCKET NUMBER CERCLA 6-03-94

AGREED:

By:


Signature

June 27, 1994

Date

CHARLES B. BROWN

Print Name

KAISER ALUMINUM & CHEMICAL CORPORATION

Company Name (Print)

ASSISTANT GENERAL COUNSEL

Title (Print)

07/27 09:30 1994
SENT BY:

FROM:

655 2168
7 94 ; 8:08AM ;

TO: 7132233717
Reg 6 Counsel

PAGE: 16
7132233717 ;#16/16

15

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§
§ DOCKET NUMBER CERCLA 6-03-94

AGREED:

By:

RS Tume
Signature

Date

RS TUMEY
Print Name

INSPECTORATE AMERICA CORPORATION
Company Name (Print)

CHIEF FINANCIAL OFFICER
Title (Print)

UNITED STATES
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§
§ DOCKET NUMBER CERCLA 6-03-94

AGREED:

By: 

Signature

February 18, 1994

Date

Scott G. Hallquist

Print Name

Immunex Corporation

Company Name (Print)

Senior Vice President

Title (Print)

UNITED STATES
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§
§ DOCKET NUMBER CERCLA 6-03-94


AGREED

By: 

Signature

August 19, 1994

Date


Stanley A. Lockitski

Print Name

The Glidden Company

Company Name (Print)

Vice President & General Counsel

Title (Print)

UNITED STATES
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§
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AGREED:

BY:


Signature

March 28, 1994
Date

Gregory E. Skillman
Print Name

Lane County School District 4J
Company Name (Print)

Attorney
Title (Print)

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§
§ DOCKET NUMBER CERCLA 6-03-94

AGREED:

By: 

Signature

February 21, 1993

Date

Randy A. Nordin

Print Name

Georgia Institute of Technology

Company Name (Print)

Manager, Legal Division

Title (Print)

SENT BY: LIDDELL, SAPP, ZIVLEY
07/27/94 09:30 1994 FROM:
SENT BY:

7-27-94 : 5:00PM : LIDDELL, SAPP, ZIVLEY-
055 2188 TC: 7132233717
7-27-94 : 8:08AM : Reg 6 Counsel-

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§
§ DOCKET NUMBER CERCLA 6-03-94

AGREED:

By:

Clarence Cunningham
Signature

9/29/94

Date

Clarence Cunningham
Print Name

Southern University
Company Name (Print)

Vice Chancellor for Administration
Title (Print)

15

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AGREED:

By: Raymond G. Schaefer

Signature

August 24, 1994

Date

Raymond G. Schaefer

Print Name

E. I. du Pont de Nemours and Company

Company Name (Print)

Business Manager - Remediation Programs

Title (Print)

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AGREED:

By: *David C. Trahan*

Signature

3/7/94
Date

DAVID C. TRAHAN

Print Name

COASTAL FLUID TECHNOLOGIES, Inc.
Company Name (Print)

PRESIDENT

Title (Print)

UNITED STATES
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§
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AGREED:

By: Anthony E. Micale

Signature

February 18, 1994

Date

Anthony E. Micale

Print Name

Chrysler Corporation

Company Name (Print)

Assistant Secretary

Title (Print)

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§
§ DOCKET NUMBER CERCLA 6-03-94

AGREED:

By: _____

Signature

February 18, 1994

Date

Kevin J. McNamara

Print Name

Chemed Corporation

Company Name (Print)

Vice-President, Secretary and
General Counsel

Title (Print)

UNITED STATES
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§
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AGREED:

By:

Joel M. Hockett
Signature

February 18, 1994

Date

Joel M. Hockett

Print Name

Chemical Compounding Corp. (now known as Trueteck, Inc.)

Company Name (Print)

Vice President & General Counsel

Title (Print)

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§
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AGREED:

By: 

Signature

March 18, 1994

Date

Joseph P. Gallina

Print Name

Castrol North America
Specialty Products Division
(formerly Bray Oil)

Company Name (Print)

Vice President & General Manager

Title (Print)

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§
§ DOCKET NUMBER CERCLA 6-03-94

AGREED:

By: *L. A. King*

Signature

6/10/94

Date

L. A. KING

Print Name

YORK INTERNATIONAL CORPORATION (FORMERLY BOG-UMMAN
Company Name (Print) CORP. - YORK DIV.)

ASST Secretary

Title (Print)

07/27 09:30 1994

FROM:

655 2168

TO: 7132233717

PAGE: 16

SENT BY:

-94 ; 8:08AM ;

Reg 6 Counse.

7132233717

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§
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AGREED:

By:

James S. Baker
Signature

August 5, 1994
Date

JAMES S. BAKER
Print Name

B-E LUMBER CO.
Company Name (Print)

ASSISTANT GENERAL COUNSEL/REG. 6 FOR ST. HELENA
Title (Print)

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AGREED:

By: William B. Walkemeyer
Signature

3-15-94
Date

WILLIAM B. WALKEMEYER
Print Name

ANDERSON CHEMICAL COMPANY, INC
Company Name (Print)

V.P. - FINANCE
Title (Print)

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ST. HELENA PARISH, LA

§
§ Proceeding under Sections
§ 107(a) and 122(h)(1) of the
§ Comprehensive Environmental
§ Response, Compensation, and
§ Liability Act of 1980, as
§ amended, 42 U.S.C. §§ 9607(a)
§ and 9622(h)(1)
§
§ DOCKET NUMBER CERCLA 6-03-94

AGREED:

By: 

Signature

3-2-94

Date

G. D. Loughrie
Print Name

IMC-Agrico Company
Company Name (Print)

Vice President
LA Operations
Title (Print)

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6

IN THE MATTER OF THE:

HILLSDALE DRUM SITE,

ST. HELENA PARISH, LA

§
§ Proceeding under Sections
§ 107(a) and 122(h)(1) of the
§ Comprehensive Environmental
§ Response, Compensation, and
§ Liability Act of 1980, as
§ amended, 42 U.S.C. §§ 9607(a)
§ and 9622(h)(1)
§
§ DOCKET NUMBER CERCLA 6-03-94

AGREED:

By:

Signature

2/18/94

Date

HEMANT SHAH

Print Name

ELF ATOCHEM NA

Company Name (Print)

* on behalf of Racon, Inc. and Pennwalt
Corporatio

DIRECTOR OF MANUFACTURING

Title (Print)

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6

IN THE MATTER OF THE:

HILLSDALE DRUM SITE,

ST. HELENA PARISH, LA

§
§ Proceeding under Sections
§ 107(a) and 122(h)(1) of the
§ Comprehensive Environmental
§ Response, Compensation, and
§ Liability Act of 1980, as
§ amended, 42 U.S.C. §§ 9607(a)
§ and 9622(h)(1)
§
§ DOCKET NUMBER CERCLA 6-03-94

AGREED:

By: 

Signature

March 30, 1994

Date

Alden C. Pierce

Print Name

W. R. Grace & Co.-Conn.

Company Name (Print)

Corporate Director of Environment Health and Safety

Title (Print)

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6

IN THE MATTER OF THE:


HILLSDALE DRUM SITE,

ST. HELENA PARISH, LA

§
§ Proceeding under Sections
§ 107(a) and 122(h)(1) of the
§ Comprehensive Environmental
§ Response, Compensation, and
§ Liability Act of 1980, as
§ amended, 42 U.S.C. §§ 9607(a)
§ and 9622(h)(1)
§
§ DOCKET NUMBER CERCLA 6-03-94

AGREED:

By:


Signature

March 25, 1994

Date

Ray Farabee

Print Name

The University of Texas System

Company Name (Print)

Vice Chancellor and General Counsel

Title (Print)

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6

IN THE MATTER OF THE:

HILLSDALE DRUM SITE,
ST. HELENA PARISH, LA

§
§ Proceeding under Sections
§ 107(a) and 122(h)(1) of the
§ Comprehensive Environmental
§ Response, Compensation, and
§ Liability Act of 1980, as
§ amended, 42 U.S.C. §§ 9607(a)
§ and 9622(h)(1)
§
§ DOCKET NUMBER CERCLA 6-03-94

AGREED: UNIVERSITY OF SOUTH ALABAMA

By: *V. Gordon Moulton*

Signature

3/1/94

Date

V. Gordon Moulton

Print Name

UNIVERSITY OF SOUTH ALABAMA

Company Name (Print)

V.P., Services and Planning;
Contract Officer

Title (Print)

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6

IN THE MATTER OF THE:

HILLSDALE DRUM SITE,

ST. HELENA PARISH, LA

§
§ Proceeding under Sections
§ 107(a) and 122(h)(1) of the
§ Comprehensive Environmental
§ Response, Compensation, and
§ Liability Act of 1980, as
§ amended, 42 U.S.C. §§ 9607(a)
§ and 9622(h)(1)
§
§ DOCKET NUMBER CERCLA 6-03-94

AGREED:

By: Mark E. Schantz
Signature

March 25, 1994

Date

Mark E. Schantz

Print Name

University of Iowa

Company Name (Print)

General Counsel

Title (Print)

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6

IN THE MATTER OF THE:

HILLSDALE DRUM SITE,

ST. HELENA PARISH, LA

§
§ Proceeding under Sections
§ 107(a) and 122(h)(1) of the
§ Comprehensive Environmental
§ Response, Compensation, and
§ Liability Act of 1980, as
§ amended, 42 U.S.C. §§ 9607(a)
§ and 9622(h)(1)
§
§ DOCKET NUMBER CERCLA 6-03-94

AGREED:

By:

Jeffrey Y. Chung
Signature

March 1, 1994

Date

Jeffrey Y. Chung, Ph.D

Print Name

University of California, Riverside

Company Name (Print)

Director, Environmental Health and Safety Office

Title (Print)

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6

IN THE MATTER OF THE:

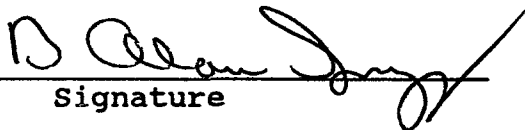
HILLSDALE DRUM SITE,

ST. HELENA PARISH, LA

§
§ Proceeding under Sections
§ 107(a) and 122(h)(1) of the
§ Comprehensive Environmental
§ Response, Compensation, and
§ Liability Act of 1980, as
§ amended, 42 U.S.C. §§ 9607(a)
§ and 9622(h)(1)
§
§ DOCKET NUMBER CERCLA 6-03-94

AGREED:

By:


Signature

2/25/94

Date

B. Alan Sugg

Print Name

University of Arkansas

Company Name (Print)

President

Title (Print)

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6

IN THE MATTER OF THE:

HILLSDALE DRUM SITE,

ST. HELENA PARISH, LA

§
§ Proceeding under Sections
§ 107(a) and 122(h)(1) of the
§ Comprehensive Environmental
§ Response, Compensation, and
§ Liability Act of 1980, as
§ amended, 42 U.S.C. §§ 9607(a)
§ and 9622(h)(1)
§
§ DOCKET NUMBER CERCLA 6-03-94

AGREED:

By:

Thomas G. NyCum
Signature

APRIL 1, 1994

Date

THOMAS G. NYCUM

Print Name

UNIVERSITY OF UTAH

Company Name (Print)

VICE PRESIDENT ADMINISTRATIVE SERVICES

Title (Print)

15

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6

IN THE MATTER OF THE:

HILLSDALE DRUM SITE,

ST. HELENA PARISH, LA

§
§ Proceeding under Sections
§ 107(a) and 122(h)(1) of the
§ Comprehensive Environmental
§ Response, Compensation, and
§ Liability Act of 1980, as
§ amended, 42 U.S.C. §§ 9607(a)
§ and 9622(h)(1)
§
§ DOCKET NUMBER CERCLA 6-03-94

AGREED:

By: Robert A. Wright
Signature

15 AUG 94

Date

Robert A. Wright

Print Name

The Board of Trustees of

The University of Alabama

Company Name (Print)

Vice President for Financial Affairs

and Treasurer, The University of Alabama

Title (Print)

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6

IN THE MATTER OF THE:

HILLSDALE DRUM SITE,

ST. HELENA PARISH, LA

§
§ Proceeding under Sections
§ 107(a) and 122(h)(1) of the
§ Comprehensive Environmental
§ Response, Compensation, and
§ Liability Act of 1980, as
§ amended, 42 U.S.C. §§ 9607(a)
§ and 9622(h)(1)
§
§ DOCKET NUMBER CERCLA 6-03-94

AGREED:

By:

William B. Johnson
Signature

2/21/94
Date

William B. Johnson
Print Name

Trident Chemical Co. Inc.
Company Name (Print)

President
Title (Print)

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6

IN THE MATTER OF THE:

HILLSDALE DRUM SITE,

ST. HELENA PARISH, LA

§
§ Proceeding under Sections
§ 107(a) and 122(h)(1) of the
§ Comprehensive Environmental
§ Response, Compensation, and
§ Liability Act of 1980, as
§ amended, 42 U.S.C. §§ 9607(a)
§ and 9622(h)(1)
§
§ DOCKET NUMBER CERCLA 6-03-94

AGREED:

By:

Signature

Date

Pat Campbell

Print Name

Texas Tech University

Company Name (Print)

V.P. & General Counsel

Title (Print)

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6

IN THE MATTER OF THE:

HILLSDALE DRUM SITE,

ST. HELENA PARISH, LA

§
§ Proceeding under Sections
§ 107(a) and 122(h)(1) of the
§ Comprehensive Environmental
§ Response, Compensation, and
§ Liability Act of 1980, as
§ amended, 42 U.S.C. §§ 9607(a)
§ and 9622(h)(1)
§
§ DOCKET NUMBER CERCLA 6-03-94

AGREED:

By:

Michael A. Shuman, ACC
Signature

6/13/94

Date

MICHAEL A. SHUMAN
Print Name

ST. LOUIS COUNTY HIGHWAY DEPT
Company Name (Print)

ASSISTANT COUNTY COUNSELOR
Title (Print)

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6

IN THE MATTER OF THE:

HILLSDALE DRUM SITE,

ST. HELENA PARISH, LA

§
§ Proceeding under Sections
§ 107(a) and 122(h)(1) of the
§ Comprehensive Environmental
§ Response, Compensation, and
§ Liability Act of 1980, as
§ amended, 42 U.S.C. §§ 9607(a)
§ and 9622(h)(1).
§
§ DOCKET NUMBER CERCLA 6-03-94

AGREED:

By: 

Signature

02/16/94

Date

R. Keith Humphries

Print Name

Johnson Controls World Services Inc.

Company Name (Print)
(Formerly Pan Am World Services, Inc.)

General Manager, SSC/FOSS Project

Title (Print)

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6

IN THE MATTER OF THE:

HILLSDALE DRUM SITE,

ST. HELENA PARISH, LA

§
§ Proceeding under Sections
§ 107(a) and 122(h)(1) of the
§ Comprehensive Environmental
§ Response, Compensation, and
§ Liability Act of 1980, as
§ amended, 42 U.S.C. §§ 9607(a)
§ and 9622(h)(1)
§
§ DOCKET NUMBER CERCLA 6-03-94

AGREED:

By:


Signature

June 21, 1994

Date

R. C. Davidge

Print Name

Our Lady of the Lake Hospital, Inc.

Company Name (Print)

President

Title (Print)

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6

IN THE MATTER OF THE:

HILLSDALE DRUM SITE,

ST. HELENA PARISH, LA

§
§ Proceeding under Sections
§ 107(a) and 122(h)(1) of the
§ Comprehensive Environmental
§ Response, Compensation, and
§ Liability Act of 1980, as
§ amended, 42 U.S.C. §§ 9607(a)
§ and 9622(h)(1)
§
§ DOCKET NUMBER CERCLA 6-03-94

AGREED:

By: 


Signature

February 28, 1994

Date


Print Name

NATIONAL CASIN COMPANY
Company Name (Print)


Title (Print)

15

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6

IN THE MATTER OF THE:
HILLSDALE DRUM SITE,
ST. HELENA PARISH, LA

§
§ Proceeding under Sections
§ 107(a) and 122(h)(1) of the
§ Comprehensive Environmental
§ Response, Compensation, and
§ Liability Act of 1980, as
§ amended, 42 U.S.C. §§ 9607(a)
§ and 9622(h)(1)
§
§ DOCKET NUMBER CERCLA 6-03-94

AGREED:

By:

John W. Tiede
Signature

8/17/94

Date

John W. Tiede

Print Name

Missouri Southern State College
Company Name (Print)

Senior Vice-President

Title (Print)

07/27 09:30 1994

FROM:

655 2168

TO: 7132233717

PAGE: 16

SENT BY:

-94 ; 8:08AM ;

Reg 6 Counsel

7132233717

:#16/16

15

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6

IN THE MATTER OF THE:

HILLSDALE DRUM SITE,

ST. HELENA PARISH, LA

§

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§

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§

§

Proceeding under Sections
107(a) and 122(h)(1) of the
Comprehensive Environmental
Response, Compensation, and
Liability Act of 1980, as
amended, 42 U.S.C. §§ 9607(a)
and 9622(h)(1)

DOCKET NUMBER CERCLA 6-03-94

AGREED:

By:

Signature

8/29/94

Date

THOMAS G. FIERKE

Print Name

MARTIN MARIETTA

Company Name (Print)

GENERAL COUNSEL

Title (Print)

ATTACHMENT "A"

Our Lady of the Lake Hospital, Inc.
St. Louis County Highway Department
University of Texas System
W. R. Grace & Co.
York International Corporation (formerly Borg Warner Air Conditioning, Inc.)
Castrol North America Specialty Products Division (formerly Bray Oil)
Chemed Corporation
Chrysler Corporation
Immunex Corporation
National Casein Company
University of Iowa
University of Utah
Racon, Inc. (n/k/a Elf Atochem, Inc.)
IMC - Agrico Company
Pan Am World Services, Inc. (n/k/a Johnson Controls World Services, Inc.)
Chemical Compounding Corp. (n/k/a Trueteck, Inc.)
Glidden Company
Anderson Chemical Company, Inc.
Coastal Fluid Technologies, Inc.
E. I. du Pont de Nemours and Company
Georgia Institute of Technology
Inspectorate America Corporation
Pennwalt Corp. (n/k/a Elf Atochem, Inc.)
Martin Marietta
Betz Entec, Inc.
Betz Laboratories, Inc.
Lane County School District 4-J (a/k/a Eugene Public Schools)
Kaiser Aluminum and Chemical Corporation
University of Alabama
University of South Alabama
Southern University
University of Arkansas
Missouri Southern State College
University of California, Riverside
Trident Chemical Company, Inc.
Texas Tech University — 36 < 1

Total Settlement Amount

\$488,500

R3/485605.
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